

Andrew Jackson to Arbitrators, February 29, 1812, from Correspondence of Andrew Jackson. Edited by John Spencer Bassett.

TO ARBITRATORS.1

1 Copy.—This letter shows Jackson in a conciliatory frame of mind, which is contrary to the usual idea of his character. It also contains valuable information concerning the relation between the planter and his New Orleans factor. The copy is in Jackson's handwriting. The letter probably refers to a partnership, with the firm name of Jackson, Coleman, and Green, into which Jackson was drawn to promote the interest of a young relative of his wife, the H. Green mentioned in the letter.

In 1828 Col. Andrew Erwin, of Nashville, in the public journals, charged Jackson with having been a negro trader. His friends denied it, and said that, on one occasion, he had taken slaves on account, and sent them to Natchez for sale. The transaction with Green was cited (Parton's *Jackson*, I. 248, and 353–354). The information in this paper however goes to show that he sent negroes to the Southern markets at other times.

Hermitage, February 29, 1812

Mr Jno. Coffee communicated to me the other day some information relative to the acct. of Mr. H. Green, before you from which I am fearfull there has been something in that letter I wrote you and Messhrs. Hall and Smith, that has given offence. Not having a coopy of that letter, and having written it in a hurry, if any expression or idea is contained therein calculated to Touch the feelings of Either you or the other gentlemen I do not recollect it and I can assure you that if there is any such, it has incautiously been introduced without any intention, far be it from me, in any situation to make use of any expressions calculated

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to injure the feelings of gentlemen acting as arbitrators, and particularly those for whom I have the highest veneration and respect, as is the case in the present instance. for this reason I trouble you with this letter at the present moment, to state to you what give rise to the letter I wrote the other day.

I did find from looking over all the accounts of the shipment of cotton from here to Neworleans and the expence of Negroes, that Mr Greens account exceeded them greatly. the highest Expence of any that did accrue during the time we were engaged in the mercantile transactions was (including provissions hands and return expence) two hundred and fifty dollars, that Mr Greens acct provissions and hands furnished (except a steersman (for he had on board a number of Negroes) amounts to three hundred and Eighteen dollars and Japanese source 75/100 twenty five of being deducted for difference of vallue for a horse leaves the amount still greater than any sum that any Boat load of cotton ever costs us. I also found from examining the acpts of Negroes sent to markett that the expence never averaged more from here than fifteen dollars a head except one wench and three children, who had been subject to the fits remained better than six months in the Natchez, she cost with her children Twenty five dollars. finding his acct so exorbitant, and in lumping charges without any specification,

I did not think that Justice to myself would permit of me admitting his account without vouchers or specifications such as would in your oppinions when specifically stated, the sum paid and the object to which applied, that it was Just and reasonable that it should be admitted, and that I by the terms contained in the proposition to buy was bound to pay it. I did think and still do think, that where a special copartnership is formed for a particular purpose, particular agreement entered into as in the present instance, that the property is to be taken to a certain markett, and the 17 partner deviates from his agreement and instructions as in the present instance and thereby incurs heavy and unexpected expence—that unless he is able to shew, that this was owing to some unavoidable occurrence, and the expence incurred thereby such as could not be avoided under existing circumstances that the partners is not by the rules of law Justice or reason liable for such expence, and

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particularly that the acting partner in the above case ought to shew that he has actually and for the benefit of the firm laid out and expend the sums exhibitted in his acct, for this reason when it was submitted I did remark, that I should require vouchers or particular specifications, such as would enable you to Judge judge under existing circumstances, that the specified sum had been properly applied to the use of the firm. I did see that you were about to take a differrent view of the subject, and would leave the thing conclusively settled as it respected the hire of the negroes, and was about to conclude the subject without any specifications, that would put it out of my power even where I had proof to correct the account, when by specifications made to amount to the sum claimed by him, Justice to myself and family and creditors, forbade me to yield to such a course, and I am sure you must have mistaken me if ever it was understood to consent to such a rule by which the settlement was to be concluded. I claimed the right of having either vouchers shewing the payments of particular sums, or such specifications as is usual and necessary in all cases of accounts, and particularly in such an account as this, leaving you to be the Judge of its Justness justness and propriety.

I had further made a statement of what sum would be necessary to have laid in a sufficient supply of provissions and covered all necessary expence and when this is done, taking no notice of the time the negroes have been hired out, or the reduction of their expence by sales, and one having run away, from which statement, there is a ballance of three hundred and forty dollars, and from every enquiry I have made on the subject, that fifteen dollars pr head is about the usual expence, and finding this to amount including the amount of the Price of the Boat, and not taking into view the children at the breast, it makes the cost on each negro \$44.66,#. this as I am advised is more than double what is usual, therefore necessary to be particuly set forth how it has accrued, and whether (if it has accrued at all), it has arisen in such a way as the situation in which I stand as a purchaser is bound for. These reasons induced me to write the gentlemen arbitrating the acct the other day. I will here state the view of expence I took. three months provision was talked of as necessary to be laid in as an outfit. I have thus stated the subject you

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can see how far it wears the appearance of being Just, and here I will remark, that finding there would be a great loss on the cotton Bot of Smith those negroes were bought, to indemnify us from the loss thereby sustained and agreed on by all concerned that industry and oeconomy must be used to obtain the object.

Now Sir I take the charges for the outfit and see from the prices of provisions in this country then whether it would not lay in a sufficient supply for three months. let us take the soldiers ration for the Basis—there was 25 grown negroes with two sucking children they always count with the mother—then say 25 for three months will take 1125 lb Beacon this at the then selling price say 16th. of May 6/100 \$67.50

50 Bushels of corn meal will be more than sufficient we will say however to have enough for this 25

add 57.50, to make up and lay in Mr Greens supply 57.50

this 3 months will takes us up to the 16th. of august. another three months will take us up to the time or nearly so, that Mr. H. recd the negroes at the Natches. they are now there and let us take his letter for the price of Beacon which is 12½ cents—then say 1125 lb beacon at 12½ cents 140.62½

50 bushels of meal at 75 cents 37.50

Mr Greens Board for four months in the Town after he left his Boat at \$5 pr week 80

let us add fifty dollars more for his expence 50

let us give \$60 for cloathing (there was 13 wenches one habit each the fellows recd naked)
60

let us add \$160 for steermans Doctors bill and any extra provisions coming down the river
160

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this makes an agregate of this sum 678.12½

leaving a ballance of his account unaccounted for of \$340.6.¼.

now I cannot see for my soul how he has properly, and agreable to the intention of the partners oeconomically, for the necessary support expended this ballance of 340\$. hence resulted to my view from my first objections to Mr Greens account the propriety of specifications or vouchers particularly as I do believe I am in the reach of proof to shew that sum of this money whenever the specifications are made, are such as the concern or partners except Mr Green ought not to pay. I will ask if Mr. Green chose to give ten dollars pr month to a dray man to Hall water for his negroes unemployed would such an item be thought reasonable, or Just—or suppose Mr Green had given a mantua maker—say two dollars for each habit when he had three negroes with him that could make their own cloaths and that of the others would the arbitrators say that it was reasonable or Just that I should pay it standing as I do as a purchaser, or even as a partner. I put these cases for example—suppose he had expended in fine muslin and silk for the negro one hundred dollars would you say that it was reasonable or right that I should pay it. hence results the reason and Justice to my mind for a particular specification, and as I thought would have been called on for, as well as for the time of the hire of the negroes, and to whom hired. I will make one simily as to the acting partner in a special partnership as ours and for a special purpose, deviating from his instructions and agreement and incurring expence thereby, for your consideration and reflection. let us recollect that by special agreement these negroes were to go to a certain markett and there was to have been sold for cash. instead of selling them for cash Mr Green had sold them for horses, and kept the horses in a livery stable in the Natchez I ask would I without any knowledge thereof have been bound to receve the horses under my proposition to buy, and pay the expence of the horses. I trust not, but law Justice and reason would say that he should keep the horses pay the expence and account in money for the price of the negroes. apply the case—it was agreed on all hands that the Natchez was glutted with negroes, and at that

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place the negroes was not to be stopped unless for a supply of provisions a keel Boat is therefore Bot that he may go every where below, first to Biosarah,² next the rapids of red river etc contrary to this he stops at the Natchez sells some of the negroes for an old horse foundered, encounters as his account states in the lump unusual expences, am I by the rules of law Justice and reason bound to pay for the expence of horse believing as I did when I made the proposition to buy that no expence except Mr Greens would have been on the negroes, believing as I did at that time that he had so managed the negroes that at least they would have cleared their own expence, if not neated something to the owners. I believe this was not ideas uncommon, for every person but Mr Green that I know of whose negroes have been there four or six months has made a great deal of money by the hire. has Mr Greens conduct been such to me or the firm that I should have confidence in him or has not his indolence and going counter to his agreement been the cause, that a sacrafice will be upon the negroes of at least \$1500 if not 2000. then certainly I hope that none of the gentlemen on the arbitration will think, that I infringe on their feelings by insisting on Mr Greens, producing vouchers or specifications. if he has actually expended that sum for the use and support of the negroes he can shew it, and the mail will afford a speedy channel through which he can obtain vouchers, and he can certainly shew by a regular acct and statement how he fed the negroes or how the[y] were fed. But Sir after all I have said, if there is any thing improper in me or the demand I have made please to say to me as a friend in what; and was it to reduce me with all the Rheumatic pains about me to plow for my bread, I will immediately abandon it, I wish to pay him every cent that he has advanced necessarily for the support of the negroes, but I do not wish to be first injured by his *inatention* and *gambling* and then pay his gambling debts. I beg you to say to the other gentlemen if there is any thing in my letter improper (which I hope there is not, that it would give me pain the longest day I live to be informed that I had done any thing to injure their feelings—and accept assurances of my high respect and Esteem.

2 Bayou Sara.

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P. S. I fear you cannot read this scroll. I write it in the night and with the Rheumatick in my right rist so that I can scarcely wield the pen. You may shew this to the other gentlemen or not as you think proper.